

WHEN RECORDED, RETURN TO:

Lila Madden (_____))
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251



**CITY OF SCOTTSDALE
DRAINAGE AND FLOOD CONTROL EASEMENT
AND PROVISION FOR MAINTENANCE**

PROJECT: _____

QS: _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ he
reinafter referred to as **GRANTOR(S)**, for and in consideration of the sum of Ten Dollars (\$10.00), a receipt of which is hereby acknowledged, and other good and valuable considerations received from the **City of Scottsdale**, Maricopa County, Arizona, a municipal corporation, hereinafter called **GRANTEE**, does hereby grant and convey unto GRANTEE, and its successors and assigns, a perpetual right-of-way and easement, in, upon, over, and across the real property hereinafter described, for the purpose of construction, maintenance, operation, replacement, and repair of levees, dikes, channels, and other works of drainage or flood control upon, along, under, and over the hereinafter described lands.

TO HAVE AND TO HOLD for the purpose of drainage or flood control and all purposes consistent with this easement.

The lands through, over, and across which this easement is granted are situated in Maricopa County, State of Arizona, and are more fully described as follows:

**A Drainage Easement as described on the legal description
and as depicted on the sketch attached hereto and made part thereof**

The **Grantor(s)** hereby covenants that s/he (they) is (are) lawfully seized and possessed of this aforementioned tract or parcel of land; that s/he (they) has (have) a good and lawful right to sell and convey it; and that s/he (they) will warrant the title and quiet possession thereto against the lawful claim of all persons.

GRANTOR agrees not to construct any improvements which would obstruct passage of storm waters or which would endanger the health, safety, or welfare of any persons as a result of flooding or which would create a substantial danger to personal or real property or improvements thereon as a result of flooding.

GRANTOR agrees that GRANTOR will, at his/her expense, maintain the easement area in such condition that the easement area will safely pass storm waters as hereinbefore described and shall allow no refuse, debris, vegetation, or other obstruction to accumulate or collect in the easement area or any improvement; and if, in the opinion of the GRANTEE, the GRANTOR fails to so maintain the easement area and any improvement, then GRANTEE shall serve written notice of such failure on

GRANTOR, and if the GRANTOR fails to rectify said default within ten (10) days from the date said notice was received, GRANTEE may rectify such default. Upon completion of said maintenance work, GRANTEE may submit in writing to GRANTOR the cost incurred in maintaining the easement area. Upon GRANTOR'S receipt of notice of such amount, it shall immediately become a lien against the property hereinabove described, and it shall remain a lien in favor of GRANTEE until the same be paid in full by GRANTOR, together with interest at the annual rate of eight percent (8%).

The right and remedy hereby granted GRANTEE shall not be exclusive, and GRANTEE shall also have all the rights and remedies available to it in accordance with the laws of the State of Arizona and the City of Scottsdale. The establishment of a lien, as above provided, shall not preclude GRANTEE from subsequently establishing additional liens upon subsequent failure or failures of GRANTOR to so maintain the easement area and any improvement.

Nothing herein contained shall be construed to create or constitute any obligation or burden upon GRANTEE for maintenance, but rather the enforcement of the rights herein granted GRANTEE shall be at GRANTEE'S election.

The provisions hereof shall be binding upon the parties hereto and their heirs, executors, successors, and assigns.

DATED this _____ day of _____, 20 ____.

OWNER SIGNATURE

OWNER SIGNATURE #2

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this _____ day of _____, 20 _____,
by _____.

NAME OF SIGNEE(S) ABOVE

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC SIGNATURE

My Commission Expires _____